

**SPECIAL PROVISIONS – ON SITE SERVICES**  
**SP-5 REV. 8 APRIL 26, 2005**

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## **1.0 GENERAL**

- A. These Special Provisions are applicable in their entirety unless specifically deleted or amended in the Contract and are in addition to the General Provisions and other Special Provisions that apply to this Contract. In the event of a conflict between these Special Provisions and the General Provisions, these Special Provisions shall take precedence.
- B. These Special Provisions apply to all companies and personnel assigned to work on the Hanford site in performance of this Fluor Hanford (FH) contract. All of these provisions including requirements identified in the SOW must be flowed down appropriately to all lower tier contractors and assigned personnel.
- C. For the purposes of this special provision,

1. The term **ES&H** encompasses environment, safety and health, including pollution prevention, waste minimization, occupational radiation protection, industrial hygiene, fire protection, and nuclear safety.
  2. The term **employee** includes both Contractor and subcontractor employees.
  3. The term **Contractor** refers to the company, person or organization performing work under this Contract. For FH contracting purposes, the term "contractor" generally refers to vendors, sellers and suppliers.
  4. The term **buyer** shall mean the Contracting Officer or Contract Specialist authorized to represent the Buyer issuing this contract. The term "**Buyer**" refers directly to FH, the company or organization issuing this Contract.
  5. Work shall mean supplies, services, designs and vendor data provided by Contractor and its subcontractors and all work performed with respect thereto pursuant to this Contract.
  6. Radiological Work shall mean any work performed on-site that requires the handling of radioactive material or which requires access to Radiation Areas, High Radiation Areas, Very High Radiation Areas, Contamination Areas, High Contamination Areas or Airborne Radioactivity Areas. No work is to begin on site until all requirements identified as required prior to the start of work or prior to mobilization are met (e.g., as specified by the several sections of these Special Provisions or in the Statement of Work), unless specifically authorized in writing by Contract Specialist or BTR.
- D. Buyer reserves the right to refuse or withdraw access to the Buyer's facilities or Hanford site by any person(s) at any time for violation of these provisions, inappropriate conduct, unsafe acts, misuse of business sensitive information or misappropriation of DOE owned facilities, equipment or resources.
- E. Daily work schedules and facility operations are NOT consistent on the Hanford Site.
- a. BEFORE scheduling work, or arriving on site, the Contractor shall make specific schedule arrangements for the performance of work or the delivery of services with the Contract Specialist and/or Buyer's Technical Representative (BTR).
  - b. The Buyer will not be liable for the cost of any delays, layover, extra travel days, etc. which result from Contractor's failure to obtain specific schedule approval in advance.

## 2.0 ES&H REQUIREMENTS

### 2.1 GENERAL

- A. The Contractor shall exercise a degree of care commensurate with the work, associated hazards, and potential environmental impact.
1. When performing work under this Contract, or any Task Order issued under this Contract, the Contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work.
  2. Contractor's personnel entering the Hanford site or Buyer-controlled facilities must dress appropriately for the work conditions and potential hazards. When required by the Buyer or Buyer's policies, personal protective equipment (hard hats, safety glasses, substantial footwear, etc.) must be worn as a condition of continued access and contract performance.
  3. The Contractor shall comply with, and assist the Buyer in complying with, ES&H requirements of all applicable laws, regulations and directives. The Buyer also has identified specific requirements applicable to this work scope in the specifications of this Contract. The Contractor shall meet all these requirements, including any additional requirements that the Contractor identifies.
  4. The Contractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this Contract. Where a conflict exists between regulations, requirements or standards, the Contractor shall bring the conflict to the attention of the Contract Specialist, who shall resolve the conflict.

- B. Contractor shall perform in accordance with a Buyer-approved ES&H process. The Contractor shall ensure that management of ES&H functions and activities becomes an integral and visible part of the Contractor's work planning and execution processes. As a minimum the Contractor shall:
- a. Thoroughly review the defined scope of work;
  - b. Identify hazards and ES&H requirements;
  - c. Analyze hazards and implement controls;
  - d. Perform work within controls; and
  - e. Provide feedback on adequacy of controls and continue to improve ES&H management.

Contractor shall ensure that:

1. Line management is responsible for the protection of employees, the public, and the environment. Contractor and lower tier subcontractor managers share this responsibility. In addition, field work supervisors and persons in charge ("PICs") of employees performing work shall be responsible for the protection of those employees, the public, and the environment that may be impacted by their work.
  2. Clear and unambiguous lines of authority and responsibility for ensuring ES&H performance are established, documented and communicated prior to starting work.
  3. Personnel possess the experience, knowledge, skills, training and abilities that are necessary to discharge their responsibilities.
  4. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
  5. Before work is performed, the associated hazards are identified, an agreed-upon set of ES&H standards and requirements are evaluated, and controls are established, which provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
  6. Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to eliminate or reduce the hazards and to prevent accidents and unplanned releases and exposures.
  7. The conditions and ES&H requirements to be satisfied for work to be performed are established and agreed-upon by the Buyer and the Contractor. These agreed-upon conditions and ES&H requirements are requirements of the Contract and binding upon the Contractor.
  8. The Contractor's workers are actively involved in the Contractor's ES&H program, job safety analysis, and pre-job safety reviews.
  9. Open and effective communication exists between the Contractor and the Buyer to support management of ES&H issues and initiatives.
  10. Workers, PICs, fieldwork supervisors, and management continually check the adequacy of work processes, procedures, and equipment, and correct deficiencies when identified.
  11. Senior Contractor management is actively engaged in the implementation, feedback and improvement of the Contractor's ES&H program.
- C. The Contractor shall promptly identify, evaluate and communicate to the Buyer any noncompliance with applicable ES&H requirements. If the Contractor fails to provide the necessary communication to Buyer or if, at any time, the Contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the Buyer may issue an order stopping work in whole or in part. Any stop work order issued by the Buyer under this provision shall be without prejudice to any other legal or contractual rights of the Buyer. In the event that the Buyer issues a stop work order, the

Buyer must issue an order authorizing the resumption of the work before work may resume. The Contractor shall not necessarily be entitled to an extension of time or additional costs, fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this provision.

- D. The Contractor is responsible for compliance with the ES&H requirements applicable to this Contract regardless of whether the performer of the work is the Contractor or a lower tier subcontractor.
- E. The Contractor shall include clauses substantially the same as those in this provision in lower tier subcontracts involving work on site at a DOE-owned or DOE-leased facility. Such subcontracts shall provide for the right to stop work under the conditions described in this provision.

## **2.2 PERFORMANCE CONTROLS**

- A. When contractor has more than one employee working on site in performance of this contract, the Contractor shall identify a member of its staff as its "Designated Safety Representative." This individual shall have the authority and responsibility to identify and correct any unforeseen hazardous or unsafe conditions, acts or instances of noncompliance.
- B. The Contractor and its lower tier subcontractors shall comply with the requirements of the PHMC Lockout/Tagout Program (HNF-PRO-081), DOE-RL Hanford Site Hoisting and Rigging Manual (DOE-RL-92-36), and the PHMC Radiological Control Manual (HNF-5173). Copies will be provided upon request.
- C. A walk down of the actual work site shall be conducted by the BTR and the Contractor's Designated Safety Representative prior to work commencing. The purpose of the walk down is to help ensure that the hazards and potential environmental impacts associated with the activity and the surrounding environment are identified and addressed.
- D. While on the Hanford Site, the Contractor shall operate motor vehicles only on hard-surfaced or gravel roads unless prior approval is obtained from the BTR. During high fire hazard periods, the Contractor shall adhere to all restrictions of off-road travel, which include, but are not limited too, requiring vehicles to carry fire extinguishers, shovels and radio communications. The Buyer reserves the right to ban all off-road travel during extreme fire hazard periods.

## **2.3 REQUIRED NOTIFICATIONS**

- A. The Contractor shall immediately notify the BTR of any occupational injury, illness or any "Unusual Occurrence". (See the explanation of an Unusual Occurrence below).
- B. Evaluation or treatment by the site medical contractor to provide proper reporting and documentation may be required for unusual occurrences even when there was no need for medical examinations based on scope of work.
- C. The Contractor shall immediately notify the BTR of any employee occupational exposure (either measured or estimated) to toxic substances (e.g., chemical hazards) or harmful physical (e.g., noise, laser light) agents, etc. that exceed the Occupational Safety and Health Administration (OSHA) Permissible Exposure Limit (PEL) or the American Conference of Governmental Industrial Hygienist (ACGIH) Threshold Limit Value (TLV).
- D. The Contractor shall immediately notify the BTR of any requests from or notifications to external agencies and/or regulators, required as a result of employee exposure.
- E. The Contractor shall notify the BTR, not less than 24 hours prior to bringing to the Hanford Site any equipment of the type indicated below so that the Buyer may arrange for a safety inspection. Equipment includes, but is not limited to, the following:
  - 1. Cranes, derricks, hoists and manlifts.
  - 2. Earth moving equipment.
  - 3. Off-highway motor vehicles.
  - 4. Pile driving equipment.
  - 5. Rock drilling, core drilling, well drilling and similar equipment.
  - 6. Pressure vessels and/or equipment supplied with pressure vessels, either fired or unfired.
  - 7. Equipment employing "laser" techniques.

8. Powder actuated tools.
  9. Equipment employing radioactive materials or that develop ionizing radiation that generates, emits, or utilizes ionizing radiation requires licensing in accordance with 10 CFR 20 or control in accordance with 10 CFR 835.
  10. Contaminated or potentially contaminated equipment brought onsite for controlled use, authorized under specific control provisions contained within the Statement of Work or associated radiological specifications approved by the Buyer's Radiation Protection organization.
- F. The following documents must be provided upon request by the Buyer for equipment to be inspected:
1. A copy of the latest certified inspection (as applicable).
  2. Manufacturer's specification and/or recommendations.
  3. Load rating charts and other information as applied to cranes and hoists.
  4. Hydrostatic test certification (if applicable).
  5. Qualified operator certifications (i.e., powder-actuated tools).

## **2.4 INVESTIGATION SUPPORT**

- A. The Contractor shall cooperate in the conduct of accident investigations, including submission of a comprehensive report of any accident that results in a fatality, and shall cooperate as appropriate in the conduct of investigations relating to OSHA recordable injuries/illnesses and property damage.
- B. Equipment involved in an accident resulting in an immediate or probable fatality, or serious injury, shall not be moved until a representative of the Buyer releases such equipment, except where removal is essential to prevent further property damage or serious injury/illness. Where necessary to remove the injured, such equipment may be moved only to the extent of making possible such removal.

## **2.5 REPORTING AND RECORD KEEPING**

- A. If the Contractor's on-site workforce includes 10 or more employees, or if Contractor's work involves the use of equipment as listed above, Contractor shall maintain a log and summary of all OSHA recordable occupational injuries and illnesses. For this purpose, OSHA Form Number 300, or an equivalent, shall be used. The log and summary shall be completed in the detail provided in the Form and instructions on OSHA Form Number 300, in compliance with Occupational Safety and Health Standards 29 CFR 1904.
- B. The Contractor shall assure all of its employees who experience an injury or illness while performing work on the Hanford Site, or in connection with work performed for Buyer at any DOE-owned or leased facility, report immediately to supervision to assure evaluation, proper treatment, and injury/illness documentation.
- C. The Contractor shall report monthly to the BTR all first aid cases and injuries/illnesses in connection with work performed on the Hanford Site. The report shall identify the Contractor's name, Contract number, and total number of personnel and man-hours worked by the Contractor on-site during the month.
- D. In addition to monthly reporting, if Contractor's on-site work force includes 10 or more employees, the Contractor shall submit to BTR by the fifth (5) working day following each calendar quarter, a report on OSHA Form Number 300, or equivalent, covering all OSHA recordable injuries or illnesses in connection with work performed for Buyer at a DOE owned or leased facility which occurred during the previous calendar quarter. The report shall identify the Contractor's name, Contract number, and total number of personnel and man-hours worked by the Contractor during the quarter.
- E. An Unusual Occurrence is any deviation from the planned or projected behavior or course of events in connection with any operation if the deviation has ES&H protection significance.
- F. The Contractor shall report all property damage to or losses of DOE owned or leased property to the Buyer, regardless of cause.
- G. The Contractor shall provide the BTR, copies of all employee occupational exposure records generated for work under this contract. Employee occupational exposure records include workplace monitoring or measuring of a toxic substance or harmful physical agent including personal, area, grab, wipe or other forms of sampling, as well as, related collection and analytical methodologies, calculations and other background data relevant to interpretation of the results. The Buyer shall provide the Contractor the appropriate exposure data collection forms. Title to employee occupational exposure records shall be vested in DOE.

### **3.0 HAZARDOUS MATERIALS / WASTE**

- A. Contractor shall minimize the environmental impact of the work being done, hazardous materials used in performance and hazardous waste generated as a result.
- B. Hazardous materials used and hazardous waste generated onsite by the Contractor shall be managed, handled, and otherwise treated, stored and disposed of in accordance with (1) applicable Federal, State of Washington, and local statutes, rules, regulations, and ordinances; (2) applicable Environmental Protection requirements and processes as described in or referenced by the Statement of Work; and (3) Contractor's established handling and management procedures, which are subject to review and approval by Buyer prior to performance. Buyer also reserves the right to review and approve hazardous materials prior to use onsite and require product substitution of less hazardous or non-regulated materials. Contractor shall minimize waste generation as is practicable, and report the results of such efforts to Buyer's Technical Representative.
- C. Contractor shall supply a list of, and Material Safety Data Sheets (MSDS) for, all hazardous materials brought onsite. Contractor shall keep the list current, and shall provide the list to the BTR on a quarterly basis. Contractor shall communicate the information required under the Federal Emergency Planning and Community Right-to-Know Act (including quantities used, dates brought onsite, types of containers, and locations of storage) to Contract Specialist and Buyer's Technical Representative. Contractor also shall make available at each location, and review with its personnel information contained in MSDSs for the hazardous materials to be used there.
- D. Contractor is responsible for reporting and remediating hazardous material and hazardous waste spills and other releases in accordance with (1) Federal, State of Washington, and local statutes, rules, regulations, and ordinances; and (2) applicable Project Hanford Policies and Procedures. Buyer reserves the right to assume responsibility for remediation.

### **4.0 SECURITY**

The Contractor and all lower tier subcontractors shall comply with the following security instructions and requirements.

#### **4.1 BADGE REQUIREMENTS**

- A. Any person assigned to work in a Protected; Limited or Property Protection Area or any Buyer facility shall be required to wear a Buyer-issued security badge identifying himself/herself. If any such persons are foreign nationals, special procedures shall apply when applying for and receiving a security badge. The identification badge shall be worn in plain view, above the waist, on the front of the body. If required, a dosimeter will be issued in conjunction with the security badge.
- B. Badging for more than seven (7) days requires Contractor employees to complete Hanford General Employee Training (HGET). Buyer will provide HGET except in special circumstances.
- C. Badges will be issued at Buyer Security location(s) during normal working hours. Contractor shall provide Buyer the complete name (as it appears on the photo identification to be used), business address, social security number and citizenship of the individual(s) requiring a security badge(s), at least two working days prior to the date the employee(s) first require the badge(s) for work performance. Each Contractor employee requiring a badge shall appear in person with photo identification (e.g., valid driver's license) to identify himself/herself to obtain a badge.
- D. If a Contractor employee loses a badge, he/she shall report the loss immediately upon discovery to the Central Badging Office. If badge is stolen, immediately report it to Hanford Patrol.
- E. Upon termination of employment or completion of the Contractor's work, and before final payment shall be made, all badges and dosimeters issued to Contractor employees shall be returned to Central Badging and PNNL Dosimetry, respectively. Buyer will charge Contractor \$1,000 for each badge or dosimeter not returned. The charge shall be deducted from payments otherwise due the Contractor. Refund of charges, previously collected for badges and/or dosimeters subsequently found may not be made after the date of final payment to the Contractor.

## 4.2 ESCORT REQUIREMENTS

All Contractor employees assigned to perform work in a Material Access Area (MAA) within a Protected Area will be required to be escorted at all times by an employee possessing a "Q" clearance with the appropriate Protected Area and material access symbols on their badge. Access within the "yard" portion (only) of the Protected Area requires escort at all times by an employee possessing either a "Q" or "L" clearance with the appropriate Protected Area access symbol on their badge. Access into any Limited Area will require escort by an employee possessing a "Q" or "L" clearance. Buyer shall inform the Contractor when an escort is required and shall make the necessary arrangement for escorts.

## 4.3 PROHIBITED ARTICLES

- A. Contractor's employees shall not personally carry, or otherwise transport or transfer, certain items onto the Hanford Site or any DOE-owned or leased facility off the Site proper at which the Contractor is performing work under this Contract.
1. The following items are prohibited articles anywhere on site or in site-associated facilities (to include vehicle parking areas and pedestrian walkways):
    - a. Dangerous weapons, ammunition, explosives, incendiary devices, or similar devices which could cause damage or personal injury.
    - b. Controlled substances (e.g., illegal drugs and associated paraphernalia, but not prescription medication).
    - c. Alcoholic beverages: Any intoxicating beverage or liquor containing alcohol, including "near" and "non-alcoholic" beer.
    - d. Pets and animals (except guide dogs)
    - e. Other items prohibited by law
    - f. Knives

### Prohibited

- Spring blade knife, or any knife the blade of which is automatically released by a spring mechanism or other mechanical device, or any knife having a blade which opens, or falls, or is ejected into position by force of gravity, or by an outward, downward, or centrifugal thrust or movement.
- Knives, folding or straight blade, with a blade exceeding four (4) inches in length.
- Swords, machetes, hatchets, axes, straight razors, and similar cutting devices.

### Exceptions

- A knife in possession of an employee that is recognized as a tool designed for use by the employee in performance of contract work.
  - A knife readily recognized as kitchen cutlery, i.e., carving knife, steak knife, etc.. However, such knives found in locations inconsistent with their use (e.g., vehicle glove box) with blades exceeding four (4) inches will be confiscated.
2. In addition, the following controlled articles are prohibited within limited, protected and material access areas if privately owned and are permitted, if government owned, only when identified on an approved prohibited/controlled article pass:
    - a. Radio frequency transmitting equipment.

- b. Cellular telephones.
  - c. Computers and associated media (includes personal electronic devices, e.g., Palm Pilots). *Note: government provided desktop computers and associated media are not considered controlled articles.*
  - d. Recording equipment (audio, video, and data).
  - e. Cameras (still, motion-picture, video).
  - f. Electronic equipment with a data exchange port capable of being connected to automated information system equipment.
  - g. Other items prohibited by law.
3. All personal protective sprays (e.g. mace, pepper spray, etc.) are prohibited within protected and material access areas.
4. The following items are prohibited in rooms wherein classified information is processed or discussed. These items are prohibited in rooms wherein classified information is processed or discussed even if they are listed on the item owner's valid prohibited/controlled article pass:
- a. Cordless and cellular telephones.
  - b. Recording equipment (audio, video, and data).
  - c. Cameras (still, motion-picture, video).
  - d. Electronic equipment with a data exchange port capable of being connected to automated information system equipment.
  - e. Radio frequency transmitting equipment.

**NOTE: Government Owned video conference systems approved for classified use are not considered controlled articles.**

- B. If Contractor, or any of its employees, needs to use a prohibited item to meet a requirement of this Contract, Contractor shall contact Buyer for guidance in acquiring the necessary prohibited/controlled article pass.
- C. Contractor's employees and their vehicles, packages, or other types of containers are subject to a search for prohibited articles at any time while performing work on the Hanford Site, or in any DOE owned or leased facility located off the Site proper. Prohibited articles found in the possession/control of Contractor's employees which are not listed on a valid prohibited/controlled article pass will be confiscated.

#### **4.4 PERSONNEL QUALIFICATIONS**

- A. If work to be performed under this Contract requires Contractor personnel to acquire, or be granted, security clearances, certain information may be required to permit the government to grant the clearance(s). Typical information includes, but may not be limited to, the following:
  - 1. Verification of U.S. citizenship;
  - 2. A credit check;
  - 3. Verification of high school degree/diploma or degree/diploma granted by an institution of higher learning within the last 5 years;
  - 4. Personal references;



5. Employers for the past 3 years (excluding employment of less than 60 days duration, part-time employment's, and craft/union employment's); and
  6. Local law enforcement checks when state or local law, statute, or regulation does not prohibit such checks.
- B. When a security clearance will be required, the applicant's job qualifications and suitability shall be established before a request is made to Buyer for a security clearance. Applicants selected will be subject to a government background investigation and must meet eligibility requirements for access to classified matter.
  - C. When an applicant is being hired specifically for a position, which shall require a DOE security clearance, the applicant shall not be placed in that position prior to the security clearance being granted by the DOE.
  - D. Contractor is responsible for maintaining satisfactory standards for employee qualifications, performance, conduct, and business ethics under its own personnel policies.

#### **4.5 MATTERS OF COUNTERINTELLIGENCE CONCERN**

Contractor shall immediately inform the Buyer of any of the following conditions:

- A. Any and all Contractor/Contractor employee(s) contacts with individuals of any nationality while either within or outside the United States, and while either within or outside the scope of the Contractors official activities in which: illegal or unauthorized access is sought to classified or otherwise sensitive information or Special Nuclear Material by any means.
- B. The Contractor/Contractor employee(s) becomes aware of, through circumstance, observation, third party notice or contact, or other source, while either within or outside the United States; any acts, activity or person(s) attempting to obtain, or obtaining, illegal or unauthorized access to classified or otherwise sensitive information or Special Nuclear Material by any means.
- C. The Contractor/Contractor employee(s) has concerns that he/she may be a target of actual or attempted exploitation by a foreign national or entity.
- D. The Contractor is intending to employ a foreign national or foreign nationals (a non-U.S. citizen) for work on the Hanford Site, its facilities, grounds, or associated areas for any purpose.
- E. The Contractor is intending to host a meeting for any US-DOE/Hanford Site funded program, activity, or business in which a foreign national(s) (a non-U.S. citizen) will be present. This includes all non-public forums, whether on the Hanford Site proper or held at any off-site location.
- F. The Contractor/Contractor employee(s) is traveling, to a DOE declared sensitive country, on official DOE sponsored travel, regardless of clearance level.
- G. The Contractor/Contractor employee(s) is traveling for pleasure or as sponsored by non-DOE/corporate interests to a DOE declared sensitive country and is in possession of a U.S. DOE security clearance or has held a U.S. DOE security clearance within the past five years, or is currently being processed for a U.S. DOE security clearance.
- H. The Contractor/Contractor employee(s) is traveling to any country outside the United States to discuss a sensitive subject.
- I. The Contractor/Contractor employee(s) is traveling to any country outside the United States wherein that travel is sponsored, in part or in whole, by a foreign country.

#### **5.0 MEDICAL**

- A. Buyer may require Contractor's employees to undergo medical examinations including medical qualification and medical monitoring examinations at Buyer's expense. The need for medical examinations will be determined based on the documented evaluations by the Contractor and the BTR through the use of the Buyer's Employee Job Task Analysis (EJTA) process. The Hanford Site Occupational Medical Contractor shall perform all medical examinations required for performance of this work scope.

- B. In the event the Medical Contractor determines that the Contractor employee is medically unable to safely perform the assigned work scope, the Contractor shall be responsible for providing an acceptable replacement.
- C. In the event that efforts under this Contract involve work in radiological areas or result in routine exposure to radioactive materials, medical related examinations may be required before, during and after the work. Buyer shall provide such medical examinations at no cost to the Contractor.

## 6.0 RADIATION PROTECTION

- A. Contractor shall ensure that all employees and other persons under its control comply with the requirements of the PHMC Radiological Control Manual (HNF-5173) and regulations pertaining to control of occupational radiation and/or contamination as set forth herein. Unless specified otherwise in the contract the Buyer will provide the Occupational Radiation Protection Program. If the Contract involves work in areas that contain irradiated or contaminated equipment, the Contractor and its employees shall be required to undergo a Buyer-provided orientation and appropriate radiological training.
- B. Contractor shall ensure that individuals responsible for developing and implementing radiological measures have the appropriate education, training, and skills to discharge these responsibilities. Supporting documentation for each individual must be submitted prior to starting work. The Buyer may identify additional required radiological training.
- C. The Buyer's program requirement is to conduct personnel surveys immediately upon leaving a contamination area, high contamination area, or airborne radioactivity area. The Contractor agrees that its employees shall submit to such a survey and, if necessary, decontamination procedures. If employees are appropriately qualified, employees may perform self-survey for radioactive contamination.
- D. The Contractor shall notify the BTR in writing at least 24 hours in advance of bringing any item, equipment or tool to the Hanford Site that contains radioactive material above background using industry handheld instruments. The Buyer may conduct radiological surveys to verify compliance with 10 CFR 835 on any equipment, tools or personal property brought on to the Hanford site, at any time during the period of performance of this contract and before allowing any such equipment, tools or personal property to be brought onto the site or before leaving the site.
- E. Based on the results of the survey, Buyer may refuse to allow radiologically contaminated materials to be brought onto the site or to leave the site. If contractor's originally uncontaminated equipment, tools or personal property becomes contaminated during performance of the work on site through no fault or negligence of the contractor, the buyer may attempt to decontaminate. If the contaminated property cannot be decontaminated so that it can be released, the Buyer reserves the right to destroy or dispose of the property at no cost to the contractor. In such instance, an equitable adjustment to the contract "may" be made if not already addressed elsewhere in the contract.
- F. The Contractor shall notify the BTR in writing at least 24 hours in advance when a radioactive source that employs radioactive materials or generates, emits, or utilizes ionizing radiation will be used prior to bringing such device(s) on-site. This includes any source licensed by the Nuclear Regulatory Commission (NRC) or authorized State.

This notification will contain the off-site company name, source isotope, source activity, physical nature of the source (liquid, gas or solid), radiation dose rate, whether the source is shielded or unshielded, the planned location of source while on site, the custodian of the source (point of contact), and the arrival and departure dates. The Contractor will also notify the BTR in writing when the source has been removed from the Hanford Site.

- G. Basic Dosimeter. Each employee of the Contractor and subcontractors may be issued a basic dosimeter for performance of the work under this Contract. Dosimeters are issued free of charge by PNNL Dosimetry, adjacent to the Central Badging Office. Dosimeters will be issued for the duration of a specific contract or for the current calendar year. If a contract performance period extends beyond the last Friday of the current calendar year, a new dosimeter shall be obtained before that date.
  - 1. Dosimeters, which expire at the end of a calendar year, shall be returned by January 15 of the next calendar year.
  - 2. Dosimeters may be issued for shorter periods of time or to monitor specific locations based on the requirements of the activity. The Contractor agrees to comply with approved FH procedures for assignment of dosimeters, wearing of dosimeters, and return of dosimeters.

3. All dosimeters shall be returned (1) within thirty (30) calendar days after the completion of the work, (2) on or before January 15 of the next calendar year, or (3) prior to final payment under the Contract, whichever is earliest.
- H. Radiological records generated by the Contractor shall be submitted to the Buyer as specified in the SOW or within 30 days of completion of work. No radiological record generated during the performance of work may be disposed of or destroyed without Buyer approval. Contractor may retain copies of any such records. Examples of such radiological records include radiological designs, procurements of equipment use in a radiological environment, radiological survey documentation, work documents, radiological training, and individual occupational radiation exposure records. FH reserves right of inspection during performance of the work.
- I. Instruments not provided by the Buyer for use by the Contractor for radiological monitoring will be approved by the radiological control organization, calibrated, maintained, and operated in accordance with procedures that meet the Buyer program requirements.
- J. Radiological personal protective clothing, including respiratory protection used for radiological purposes, provided by the Contractor must be approved by the Buyer prior to use.
- K. Contractor Radiation Protection Compliance Evaluation
  1. The requirements in this Clause apply to any product that has the potential to cause radiological harm for its intended use or radiological activity or service carried out on behalf of DOE and the Buyer by the Contractor that has the potential to result in: (1) occupational exposure to ionizing radiation (as defined in 10 CFR 835.2), (2) exposure of minors and members of the public (as defined in 10 CFR 835.2) to ionizing radiation during direct on-site access at a DOE site or facility, (3) planned special exposures (as described in 10 CFR 835.204), (4) emergency exposures (as described in 10 CFR 835.1302), and (5) exposures to the embryo/fetus of a declared pregnant worker (as defined in 10 CFR 835.2). Specific applicability exclusions include those listed in 10 CFR 835.1(b).
  2. The Contractor shall: (1) comply with all requirements of HNF-5173 and (2) implement, document, and maintain implementing programs (such as administrative controls, procedures, and technical work documents) as necessary to ensure compliance with HNF-5173. The Contractor's program is subject to review at all times by the Buyer. Contractor's acceptance of this contract provision signifies that HNF-5173 requirements are understood and will be met.
  3. When subcontracting any portion of this Contract, the Contractor is required to invoke the requirements of HNF-5173 on any subcontractor which shall be involved in the performance of any of the work described in the first paragraph of this Clause. Prior to performing any radiological activity, the Contractor's subcontractor(s) shall certify that the requirements of HNF-5173 are understood and that they will be met.
  4. The Buyer reserves the right to verify the efficacy of implementing programs and the implementation of HNF-5173 requirements at the Contractor's facility and/or Subcontractor's facility to ensure compliance with 10 CFR 835 as defined in the contract. Access to a subcontractor's facility shall be requested through the Contractor and verification may be performed jointly with the Contractor. The Contractor shall, during the performance of this Contract, submit any significant changes to the program documents to the Buyer for review and approval prior to implementation. Significant changes are those changes which, if implemented, may result in unnecessary increases in occupational exposure or loss of control of radioactive materials without a corresponding increase in the scope or effectiveness of radiological work activities performed. The Buyer may impose changes upon the Contractor's program documents as necessary to maintain compliance with HNF-5173, which is subject to changes resulting from new or revised provisions of 10 CFR 835.
  5. The Contractor, and any of its subcontractors performing portions of the work covered by HNF-5173 shall restrict minors (persons under 18 years of age) from Radiologically Controlled Areas and all other Radiological Areas, unless approval has been obtained from the Buyer's Radiological Control Manager to permit entry.

## 7.0 CONTRACTOR-FURNISHED MATERIALS AND/OR TOOLS

If Contractor is required to furnish, and bring on the Hanford Site, its own materials and/or tools, Contractor shall identify the specific items to be brought on site in advance. Buyer will arrange for a property pass to be issued for the authorized items. The property pass must be issued before Contractor, or its employees may bring non-government owned property onto the Hanford Site

or to take such property off the site. See paragraph 4.3 for handling of prohibited articles and 6.0.C for handling of contaminated articles.

## **8.0 INSURANCE**

### **8.1 CONTRACTOR PROVIDED INSURANCE**

- A. Contractor shall procure at his/her own expense and maintain the insurance policies and coverage limits described below unless waived in writing by Buyer. Contractor shall ensure that subcontractor agreements at least duplicate the insurance policies and coverage limits required of Contractor unless waived by Buyer. Buyer's waiver shall not apply to insurance required by statute. Contractor agrees to provide an insurance certificate identifying the types and limits of coverage, carrier name, policy numbers, named insured, additional insured(s), waiver of subrogation, PHMC Contract Number, and Buyer name.
  - 1. Workers Compensation, Occupational Disease, Disability Benefit, and other similar employee benefit insurance required under the laws of the state that apply to the work to be performed under this Contract.
  - 2. Commercial General Liability Insurance, including Employers Liability and Owner's and Contractor's Protective and Contractual Liability, with a combined single limit of at least \$1,000,000 per occurrence for bodily injury (including death), property damage, and any other covered loss.
  - 3. Automobile Liability Insurance for all motor vehicles, including owned, non-owned, and hired motor vehicles, used by or on behalf of Contractor in connection with work to be performed under this Contract with a combined single limit of at least \$1,000,000 per occurrence for bodily injury (including death), property damage, and any other covered loss. If hazardous materials are to be transported, Contractor shall maintain liability insurance evidenced by ISO Form CA001 with MCS-90 and CA9948 endorsements attached.
  - 4. Tool and Equipment Insurance for all tools and equipment, including rentals, used in connection with the work to be performed under this Contract.
  - 5. Contractor shall furnish Buyer with satisfactory evidence of Contractor Provided Insurance, unless waived in writing by Buyer, prior to commencing work to be performed under this Contract with the provision that at least thirty (30) days prior written notice be given to Buyer in the event of cancellation or material change. In addition, the following requirements apply: (1) coverage's evidenced by Contractor Provided Insurance policies shall be primary; (2) such policies shall contain a Separation of Insureds clause and Waiver of Subrogation in favor of Buyer and Government; and (3) Contractor shall name Buyer and Government additional insureds on all such applicable policies.

### **8.2 BUYER PROVIDED INSURANCE**

- A. Buyer shall procure at its own expense and maintain the insurance policies and coverage limits described below for the benefit of designated contractors performing work only on the Project Site. (A copy of the coverage limits and policies is available upon request.)
  - 1. Commercial General Liability Insurance, including Employers Liability, with a combined single limit of \$20,000,000 per occurrence and \$20,000,000 annual aggregate for bodily injury (including death), property damage, products and completed operations for five years after policy expiration, and remediation costs arising from non-nuclear pollution.
  - 2. Automobile Liability Insurance for all motor vehicles, including owned, non-owned, and hired motor vehicles, used by or on behalf of Contractor in connection with work to be performed only on the Project Site under this Contract with a combined single limit of \$20,000,000 per occurrence and \$20,000,000 annual aggregate for bodily injury (including death) and property damage.
  - 3. Coverage evidenced by Buyer Provided Insurance shall be secondary unless Buyer waives in writing Contractor Provided Insurance. Any deductible associated with Contractor Provided Insurance or Buyer Provided Insurance is the responsibility of Contractor.

## 9.0 EMERGENCY SITUATIONS

- A. The DOE RL Manager or designee shall have sole discretion to determine when an emergency situation exists at the Hanford Site affecting site personnel, the public health, safety, the environment, or security. In the event the DOE RL Manager or designee determines such an emergency exists, the DOE RL Manager or designee will have the authority to direct any and all activities of the Contractor and subcontractors necessary to resolve the emergency situation. The DOE RL Manager or designee may direct the activities of the Contractor and subcontractors throughout the duration of the emergency.
- B. The Contractor shall include this Clause in all subcontracts at any tier for work performed at the Hanford Site.

## 10.0 STOP WORK RESPONSIBILITY

- A. Every Buyer and Contractor employee has the responsibility and authority to stop work immediately when they are convinced an “**imminent danger**” situation exists. Imminent danger is defined by OSHA as: “any condition or practice which could reasonably be expected to cause death or serious physical harm...”
  - 1. Any employee who reasonably believes that his/her safety is in jeopardy or an assigned task poses a risk of “imminent danger” is expected to refuse work without fear of reprisal by management or coworkers and is entitled to have the safety concern resolved prior to participating in the work.
  - 2. Employees are expected to report any practice or condition they believe presents an unacceptable risk. Notification should be made to the affected worker(s) and then, to the supervisor or his/her designee, at the location where the practice or condition exists. After notification, resolution of the issue resides with the responsible manager.
  - 3. The BTR shall also be notified when a Stop Work affects the contract staff and the performance of work. The direction to resume work will be made in writing from the BTR.
- B. The Contractor shall provide for the flow-down of appropriate requirements of this clause to subcontractors performing work on-site at a DOE-owned or leased facility. Such subcontracts shall provide for the right to stop work under the conditions described herein.

## 11.0 TRAINING

- A. Contractor shall ensure that assigned personnel meet and maintain appropriate training, qualification and certification requirements as required in the SOW and/or appropriate for the work to be performed.
- B. Hanford site-specific training requirements to safely perform this work, to perform radiological work or provide items used for radiological work will be identified by the Buyer.
- C. All subcontractor personnel who will be performing work in the field on the Hanford Site must complete or have completed within the past 12 months FH orientation course #100099 or a version of Hanford General Employee Training (HGET) prior to being issued a badge or being allowed access to the Hanford Site. Office and administrative visits of less than 7 days will be allowed without this course, but access will be limited to office and administrative areas of the Hanford Site. This requirement applies even if subcontractor personnel have a valid DOE badge issued by another site. This course can be completed prior to arriving to the Hanford via the Internet. Contact our training organization by sending an e-mail message to [eHanford@rl.gov](mailto:eHanford@rl.gov) for obtaining access instructions. If you do not complete this course prior to arrival on Site, you will have to complete this orientation course at the FH badging office prior to receiving a Hanford Site badge.

## 12.0 WORKPLACE SUBSTANCE ABUSE (DEAR 970.5223-4)

- A. In accordance with DEAR 970.5223-4, Workplace Substance Abuse Programs at DOE Sites (DEC 2000), all personnel working on the Hanford Site or in DOE leased facilities are subject to testing under the Buyer’s program for controlled substances. The Contractor certifies that all employees assigned to work are not under the influence of controlled substances, drugs or alcohol.

Upon request, Contractor agrees to have assigned employees screened by a certified testing laboratory. Sole proprietors shall self certify and are subject to testing requirements as well.

**B. DEAR 970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000)**

- a. Program Implementation. The Contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.
- b. Remedies. In addition to any other remedies available to Buyer, the Contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the Contractor subject to: the suspension of Contract payments, or, where applicable, a reduction in award fee; termination for default; and suspension or debarment.
- c. Subcontracts.
  1. The Contractor agrees to notify Buyer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the Contractor believes may be subject to the requirements of 10 CFR part 707.
  2. The Contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a Workplace Substance Abuse Program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE sites, as a condition for award of the subcontract. The Buyer shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.
  3. The Contractor agrees to include, and require that the inclusion of, the requirements of this Clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

**13.0 TELECOMMUNICATIONS AND HANFORD LOCAL AREA NETWORK (HLAN)**

- A. Telecommunications and Hanford Local Area Network (HLAN) connectivity and support on the Hanford Site shall be acquired from the FH preferred service provider unless approved in advance by the Buyer and FH Chief Information Officer. This includes computing, network, radio and paging use, connectivity and integration.

**14.0 EMPLOYEE CONCERNS**

- A. The PHMC Employee Concerns Program is available for use by all subcontractor personnel working on-site for the reporting of issues/concerns related to ES&H protection, quality, security, or illegality. Issues should be raised through PHMC project management if possible, or made directly to the Employee Concerns Office at phone numbers posted on-site. Concerns may also be submitted anonymously by calling 376-2273.

**15.0 FLOWDOWN ACQUISITION CLAUSES**

**DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)**

- A. The Contractor shall comply with the requirements of the "DOE Contractor Employee Protection Program" at 10 CFR part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.
- B. The Contractor shall insert or have inserted the substance of this Clause including this paragraph (b) in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

**DEAR 970.5222-1 COLLECTIVE BARGAINING AGREEMENTS--**

When negotiating collective bargaining agreements applicable to the work force under this Contract, the Contractor shall use its best efforts to ensure such agreements contain provisions designed to assure continuity of services. All such agreements entered into during the Contract period of performance should provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout, or other interruption of normal operations. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties mutually agree upon some other method of assuring continuity of operations. As part of such agreements, management and labor should agree to cooperate fully with the Federal Mediation and Conciliation Service. The Contractor shall include the substance of this Clause in any subcontracts for protective services or other services performed on the DOE-owned site, which will affect the continuity of operation of the facility.